



Lafourche Parish Sheriff's Office

Bid LPSO123-2021

LAFOURCHE PARISH SHERIFF'S OFFICE

BID # LPSO123-2021

**QUALIFICATIONS AND PRICE QUOTATION –
OWNER'S REPRESENTATION/CONSTRUCTION MANAGEMENT SERVICES**



NOVEMBER 15, 2021 @ 2:00 PM

Bid LPSO123-2021



QUALIFICATIONS AND PRICE QUOTATION

Bid Number LPSO123-2021

Bid Title OWNER'S REPRESENTATION/CONSTRUCTION MANAGEMENT SERVICES

Bid Start Date October 28, 2021

Bid End Date November 15, 2021

Bid Contact Vicky Hebert
Purchasing Agent
Purchasing
985 -449-4436
vicky-hebert@lpsa.net

Bid Comments

The Lafourche Parish Sheriff's Office is requesting **ELECTRONIC BIDS** for **Qualification Statements and Price Quotation** from qualified firms to provide **Owner's Representation/Construction Management Services** required in the repair/restoration/reconstruction of LPSO owned and/or occupied buildings and structures damaged as a result of Hurricane Ida.

ELECTRONIC BIDS will be received until **NOVEMBER 15, 2021, AT 2:00 PM CST** at which time they shall be opened at Lafourche Parish Sheriff's Office, 200 Canal Blvd, Thibodaux, LA 70301 (985) 449-4436.

NO BIDS WILL BE RECEIVED AFTER 2:00 pm CST.

The attached document contains a description of the products and specifications that are required to be met.

Bids are to be submitted ELECTRONICALLY online at www.publicpurchase.com . By submitting an electronic bid you MUST attach required forms listed on the Bid Checklist form.

BIDS WILL NOT BE ACCEPTED IN PAPER FORMAT.

Bids submitted electronically must include a digital signature as required by Louisiana State Law.

Before submittal of your bid, verify all required forms on the Bid Checklist are completed and included with submission. (Checklist can be found on the last page of the solicitation.)

Attachments:

Specifications – pages 13-19

Attachment A – Insurance Requirements, pages 20-21

Attachment B – Qualification Response Form, pages 22-24

Attachment C – Cost Proposal, page 25

Attachment D – Past Criminal Convictions of Bidders Attestation (L.A.R.S. 38:2227), pages 26-27

Attachment E – Non-Solicitation and Unemployment Affidavit, pages 28-29

Attachment F – E-Verify Affidavit, pages 30-31



Lafourche Parish Sheriff's Office

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Attachment G – Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions, page 32

Attachment H – Instructions for Certification, page 33

Attachment I – FEMA Required Contract Compliance Provisions – Table of Contents, page 34

Attachment J – FEMA Required Contract Compliance Provisions, pages 35-44

Publish Date:

November 1, 2021



General Terms and Conditions

ELECTRONIC bids are to be received by the Lafourche Parish Sheriff's Office Purchasing Department, 200 Canal Blvd, Thibodaux, LA 70301, until the date and hour specified on the "**Bid Comment**" section of the bid packet, at which time they will be opened. **Late bids will not be accepted.**

Read the entire bid. All bids submitted are subject to these general terms and conditions and any special conditions and specifications contained herein, all of which are made part of the bid.

By utilizing the **Bid Checklist**, provided within the bid packet, you will ensure that your bid is in compliance with the Lafourche Parish Sheriff's Office's requirements.

Submittal of Bids

In accordance with LRS 38:2212.1(4) (a), the Lafourche Parish Sheriff's Office offers bidders the ability to respond to this bid **electronically**. Bids will be accepted in **electronic** form online at www.publicpurchase.com. Vendors interested in submitting bids electronically must register through publicpurchase.com (fees may apply).

Bids submitted electronically must include a digital signature as required by Louisiana State Law.

This bid has been designated as an Electronic Bid only. BIDS WILL NOT BE ACCEPTED IN PAPER FORMAT. Prices are to be typed on the Excel Pricing Spreadsheet and returned as an Excel Spreadsheet. Handwritten prices scanned to the bid will NOT be accepted.

Proper Form and Authorization

Bids are to be electronically signed by a member of the firm or authorized representative. In the event that a correction needs to be made, the correction should be initialed by the vendor and made in such a manner that the information contained on the bid form can be fairly and reasonably discerned and ascertained. The Lafourche Parish Sheriff's Office shall have the right to reject any bid in the event that it is unable to reasonably determine the information and quotations supplied by the bidder as a result of the manner and method by which the bidder has completed the bid form.

Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

Calendar of Events:

Deadline to receive written inquiries: November 4, 2021

Deadline to answer written inquiries: November 9, 2021

Bid Opening Date and Time: November 15, 2021 2:00 PM CST

NOTE: Lafourche Parish Sheriff's Office reserves the right to revise this calendar. Revisions before the bid opening date and time, if any, will be formalized by the issuance of an addendum to this bid.



Bidder Inquiries:

The Sheriff's Office shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The Sheriff's Office reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant bid section. All inquiries must be received by the Inquiry Deadline date set forth in the Calendar of Events section of this bid. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this bid may be delivered by mail, express courier, e-mail, hand, or fax to:

Lafourche Parish Sheriff's Office
Attention: Vicky Hebert
P. O. Box 5608
Thibodaux, LA 70302

E-Mail: vicky-hebert@lso.net

Phone: (985) 449-4436 / Fax: (985) 447-1854

Only the person identified above or their designee has the authority to officially respond to bidder's questions on behalf of the Sheriff's Office. Any communications from any other individuals are not binding to the Sheriff's Office.

An addendum will be issued and posted www.publicpurchase.com, to address all inquiries received and any other changes or clarifications to the bid. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any Sheriff's office employee or consultant. It is the Bidder's responsibility to check the Public Purchase website frequently for any possible addenda that may be issued. The Lafourche Parish Sheriff's Office is not responsible for a bidder's failure to download any addenda documents required to complete the bid.

Taxes

In accordance with LA R.S. 47:301(8) (c), the Lafourche Parish Sheriff's Office is exempt from State and local sales tax.

License in Good Standing

All local and state Occupational and Sales Tax licenses must be in good standing.

Insurance Requirements



See Attachment A for insurance requirements. You may submit your certificate of insurance with your bid, or upon notification that you will win an award you will have five (5) business days to get the certificate to the Purchasing Department.

Errors or Omissions

LA R.S. 38:2214 (C) allows for the withdrawal of bids that contain patently obvious, unintentional, or substantial mechanical, clerical or mathematical errors or omissions. The bidder may withdraw the bid if convincing sworn, written evidence of such errors is furnished to the Lafourche Parish Sheriff's Office within forty-eight (48) hours of the bid opening, excluding weekends and legal holidays. Any bidder who attempts to withdraw a bid under this provision will not be allowed to resubmit a bid under same bid proposal.

Prices

Bid prices must be complete and shall include delivery of all items F.O.B. destination or as otherwise provided. Unit price shall be inclusive of any freight charges.

Bids containing "Payment in advance" or "C.O.D" requirements may be rejected. It shall be agreed and understood that the price quoted must be a firm price for the contractual period, and shall not be subject to change at time of shipment or delivery. **Prices shall be quoted in the unit (each, box, case, etc.) as specified in the bid.**

Delivery

Delivery shall be on an as needed basis, and shall be delivered within five working days from the date of order. Lafourche Parish Sheriff's Office will make emergency purchases that shall be delivered on site within an 8 hour period. Vendor is responsible for making timely deliveries in accordance with bid proposal delivery terms.

Failure to deliver as promised including shorted deliveries will be considered a default by the vendor and may cause cancellation of the contract. Lafourche Parish Sheriff's Office reserves the right to purchase any or all products covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

Vendor shall promptly notify Lafourche Parish Sheriff's Office Purchasing Department of any unforeseen delays beyond its control.

Non-Discrimination

By submitting and signing this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, The Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, national origin, veteran



status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

Any person requiring special accommodations must notify the Lafourche Parish Sheriff's Office Purchasing Department, in writing, not later than seven (7) days prior to the bid opening date of their special accommodations.

Award of Contract

The Lafourche Parish Sheriff's Office reserves the right to award items separately, grouped or on an all-or-none basis. Every contract shall be awarded to "Lowest Responsible and Responsive Bidder", taking into consideration the conformity with the bid proposal specifications and requirements that were advertised.

Right to Reject

The Lafourche Parish Sheriff's Office reserves the right to reject any and all bids in whole or in part and to waive any and all formalities in the best interest of the Lafourche Parish Sheriff's Office. Lafourche Parish Sheriff's Office has the right to prohibit awards of procurement with individuals convicted of certain felony crimes.

LA R.S. 38:2212.3 authorizes the Lafourche Parish Sheriff's Office to reject the lowest bid if received from a bidder domiciled in a Communist country, or if the materials or supplies are manufactured in a Communist country, including but not limited to the Soviet Union, China, North Korea and Vietnam, and to award the contract to the next lowest bidder, provided this Section shall not apply to any country having established trade relations agreements or approvals from the government of the United States.

Cancellation of Contract

Lafourche Parish Sheriff's office has the right to terminate the contract immediately for any of the following reasons: (A) Misrepresentation by the contractor, (B) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the Lafourche Parish Sheriff's Office; (C) Conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (D) Abusive or belligerent conduct by contractor towards an employee or agent of the Sheriff's Office; (E) Contractor's intentional violation of the public bid law and its corresponding regulations, or (F) any reason for debarment.

Lafourche Parish Sheriff's Office or the contractor may terminate the contract for convenience at any time by giving (1) thirty (30) days written notice to the other; or (2) by negotiating with the contractor an effective date. The Sheriff's office will pay contractor for, if applicable, transaction-based services up to the date of termination to the extent the work has been performed satisfactorily.

Lafourche Parish Sheriff's Office has the right to terminate the contract for cause by giving thirty (30) days written notice to the contractor of such termination for any of the following non-exclusive reasons: (A) Failure of the service to meet specifications or (B) any other breach of contract.



Governing Law, Venue

All Bid disputes will be governed in accordance with the laws of the State of Louisiana. All issues shall be resolved in the 17th Judicial District Court, Lafourche Parish, Louisiana.

Indemnity

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the Sheriff's Office, its officers, its agents or its employees from and against all claims and actions for bodily injury, death, or property damages caused by the fault of the contractor, its officers, its agents, or its employees.

Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the Sheriff's Office, its officers, its agents or its employees.

Anti-Lobbying and Debarment Act

The contractor will be expected to comply with federal statutes in the anti-lobbying act and the debarment act.

Certification of no federal suspension or debarment.

By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any Subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in accordance with the requirements in "audit requirements in Subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

In accordance with Louisiana Law, all corporations (see LA R.S. 12:262.1) and Limited Liability Companies (see LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a Purchase order and/or contract over \$25,000.

All bid amounts shall be submitted in United States Dollars.

Freight Charges: Unit price shall be inclusive of any freight charges. Bid shall be F.O.B. Destination agency – title passing upon receipt of goods. Failure to comply with this requirement may disqualify your bid.

Payment

Payment will be made on the basis of unit price as listed in the bid; such price and payment will constitute full compensation for furnishing and delivering the service. **Payment will not be made in advance.** Invoices should be sent to Vicky Hebert in the Purchasing Department.



Contractual Period

The Lafourche Parish Sheriff's Office intends to award this contract for an initial period of two (2) years with the option to renew for an additional twelve months (12). The contract shall not exceed (36) thirty-six months total.

Instructions to Vendors

Note: This form is to be signed and returned with quote.

Vendors are required to use the current product spreadsheet included within the packet.

Important:

- All fields on quote spreadsheet are to be completed. Vendor is not required to quote on every item. Please respond "no quote" on the items you do not wish to quote.
- Brand and model number of product must be provided. If brand and model number is not provided, it shall be understood that the price submitted adheres to specifications of requested item.
- Delivery must be available to ALL Lafourche Parish Sheriff's Office locations as indicated in General Terms and Conditions.
- Prices must include all shipping/fuel charges.
- Products will be ordered on an "as-needed" basis and quantities may vary.
- Minimum order requirements will NOT be accepted.
- Awarded product not delivered on time and up to Lafourche Parish Sheriff's Office standards will be forfeited and award given to the next lowest proposer.
- Only one quote per line item shall be accepted. Multiple quotes per line item shall result in rejection of that item.
- Quotes must be signed by an individual with signature authority and is authorized to bind the vendor.
- Proposer confirms that its quote will be considered valid until award is made.

Vendors electing to claim Louisiana preference, as defined by La RS 38:2251, et. seq., must complete the attached **Louisiana Preference Claim Form** and present it as part of the quote.

BIDDER'S SIGNATURE: _____



Signature Form

*In compliance with the Request for Quotes and subject to conditions thereof, the undersigned offers and agrees that the bid be accepted and to furnish any and all items at the prices set opposite each item. **Bidder agrees that offer is valid for sixty (60) days.***

Please **PRINT** the below information –

Legal Company Name:

Individual with Signature Authority:

Written Authority to Sign Bid:

Signature on the bid is that of any corporate officer listed on the most current annual report on file with the Secretary of State, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the Secretary of State.

Signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.

The legal entity has filed in the appropriate records of the Secretary of State of this state, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.

Such document on file with the Secretary of State shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

Signature: _____
(Individual with Signature Authority)

Date: _____

Printed Name of Individual: _____

Title: _____

Mailing Address: _____

Email Address: _____

Phone Number: _____



**Lafourche Parish Sheriff's Office
Purchasing Division**

NEW VENDOR REGISTRATION

Please complete all of the following items that pertain to your company or business.

Company Name: _____

Type of Business: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

Terms of Payment: _____

LA Tax ID Number (if applicable): _____

Federal Tax ID Number: _____

Product or services provided by your
company: _____

Does your company offer Louisiana state contracts: _____

Name of sales representative: _____

Phone number: _____

Email address: _____

Company web site (if applicable): _____

Please email this form along with a copy of your W-9 to the Purchasing Division to vicky-hebert@lpsso.net.



BID CHECKLIST

Check off each line. Items in **bold** are required to be returned as part of your Bid submission. The entire bid packet should be returned, items in **bold** are required to be returned.

- ☐ Vendor has read the "General Terms and Conditions".
- ☐ **Signed Instructions to Vendors form.**
- ☐ Vendor has completed and **attached** "New Vendor Registration" form and W9, **if applicable.**
- ☐ **Vendor may include a copy of "Certificate of Insurance" naming Lafourche Parish Sheriff's Office as an additional insured and the certificate holder.**
- ☐ **Signed Bid "Signature Form" and proof of signature authority.**
- ☐ **The Qualifications Response Form – Attachment B is attached**
- ☐ **The Cost Proposal – Attachment C is attached**
- ☐ **The Past Criminal Convictions of Bidders Attestation – Attachment D is attached**
- ☐ **The Non-Solicitation and Unemployment Affidavit – Attachment E is attached**
- ☐ **The E-Verify Affidavit – Attachment F is attached**



Hurricane Ida Owner's Representation/Construction Management Services

Request for Statements of Qualifications and Cost Proposals

Introduction and Background

On August 29, 2021, Hurricane Ida made landfall at Port Fourchon, Lafourche Parish, Louisiana, as a Category 4 Hurricane resulting in significant and devastating damages. The Lafourche Parish Sheriff's Office (LPSO), in consideration of the damages to the structures it either owns or occupies, coupled with its intent to seek FEMA PA and other state and federal assistance in the rebuilding effort, is seeking an experience, qualified firm to represent the LPSO and provide construction management services for multiple diverse reconstruction projects scheduled for implementation within the next two (2) years. The current structures for which the requested services will be provided may include the following:

1. Administrative Office
200 Canal Boulevard
Thibodaux, Louisiana
2. Transitional Work Program
1156 U. S. Hwy. 90 East
Raceland, Louisiana
3. Criminal Operations Center
805 Crescent Avenue
Lockport, Louisiana
4. Shooting Range
3451 Highway 182
Raceland, Louisiana
5. South Lafourche Substation
102 West 91st Street
Cut Off, Louisiana
6. Ferd H. Block Building
200 West Second Street
Thibodaux, Louisiana
7. Law Enforcement Complex
1300 Lynn Street
Thibodaux, Louisiana



8. The P.A.C.T. Place
710 Church Street
Lockport, Louisiana
9. Lafourche Parish Correctional Complex
2594 Veterans Boulevard
Thibodaux, Louisiana

Funding will be delivered through the several sources including but not limited to insurance proceeds, FEMA PA, and other local, state, and federal programs. Accordingly, respondents are obligated to comply with applicable federal and state laws and regulations, as well as with the LPSO Hurricane Ida Procurement Policy and Procedures. In addition, respondents are obligated to comply with all municipal, parish, and Louisiana state codes, ordinances, laws, and regulations.

Procurement shall only be conducted with responsible firms having the technical and financial competence to perform as well as an exemplary record of integrity. Before selecting a firm, the LPSO will review the federal and state lists of contractors/vendors excluded from procurement. Contracts shall not be awarded to debarred, suspended, or ineligible firms. Accordingly, respondents must either provide proof of registration in the System for Award Management (SAM) or documentation that the registration process has commenced.

Respondents will be reviewed on the basis of their eligibility and ability to provide the requested services in a manner sensitive to specific requirements and timetables established by the LPSO. Not all qualified respondents will be selected to provide these services.

Through its Evaluation Team, the LPSO will select the firm whose proposal receives the greatest number of points. The Evaluation Team will only evaluate Qualification Statements and Cost Proposals from those firms that it has determined are qualified on the basis of the Technical Factors listed herein. After those firms that are qualified have been identified, the Evaluation Team will factor in the cost of the qualified proposals using the formula set forth below under "Selection Process." The Cost Proposal is included as Attachment B.



Scope of Work

The services to be provided will include the following:

Pre-Design and Design Phase.

- Assist in the development of procedures to be utilized and followed for all Project activities.
- Advise the LPSO, and when required, assist in the development and implementation of contracts for Design, Testing/Inspection, and other consultant services required to be contracted by the LPSO.
- Review all reports and promptly report to the LPSO in writing any impact upon cost or timely completion indicated by such reports, along with PM's recommendation for cost savings and avoidance of delay.
- Participate in periodic project meetings
- Review the design documents for compliance with project requirements, including identifying any potential savings that may be achieved. NOTE: the selected firm will not be responsible for providing or controlling project design, or the contents of the design documents. In the performance of services, the firm will not act in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and design documents. Accordingly, the design professional will not be a third-party beneficiary of the services described herein and will remain solely responsible for the contents of design drawings and design documents.
- If requested, assist in the development of solicitations for minor repair work and associated documents necessary to define the scope of work, to engage the services of contractor(s), and to complete the work.
- Provide assistance to design professionals in the coordination and transmittal of documents to regulatory agencies for review and advise the LPSO of potential problems in completion of such reviews.
- Provide assistance in preparing documents concerning a project and construction budget for use in obtaining or reporting on project funding.
- Review the detailed cost estimates provided by the design professional and/or the contractor. Should reconciliation be required, participate in such meetings as necessary to reconcile estimated costs to budget.
- Review alternative strategies to overcome budget variances when the probable cost estimates for the projected improvements exceed budgeted funds.



- Assist the LPSO in managing the documentation of all work product and communications produced during the design and construction of the project.
- Review each pay request submitted and certify to LPSO the amount that is due pursuant to the applicable contract.

Construction Phase.

- Visit the project site as required to provide contract administration as an agent of the LPSO and to assist in the coordination and communication procedures among the LPSO, design professional, and contractor.
- Promptly notify LPSO in writing of any known material breach of a construction contract by the contractor or other Contractor and take all steps necessary to remedy such breach and to minimize or eliminate the effect of such breach on the timely and proper completion of the work.
- Maintain job reports and monitor the performance of construction contract administration duties by the design professional, including, without limitation, the timeliness of the Design Professional's review of submittals, change orders and contractor pay requests.
- Conduct/participate in Project Site Meetings.
- Review of the contents of requests for changes to the contract time or price submitted by Contractor, assemble information concerning the request, and endeavor to determine the cause of the requests and make recommendations to the LPSO with respect to acceptance of the requests.
- Receive from the Contractor as-built record drawings, operation and maintenance manuals, warranties and guarantees for materials and equipment installed on the Project and review such documents for completeness in concert with the design professionals and submit documents to the LPSO.
- In consultation with the design professional and LPSO's inspectors (when applicable), review the contractor's request for substantial completion and final completion and recommend to the LPSO that the Project and the contractor's work has achieved substantial and final completion.
- Coordinate the development of a list of incomplete work which does not conform to the contract documents based on input from the design professional and LPSO's inspectors (when applicable). This list shall be attached to the Certificate of Substantial Completion. Assist in the issuance of the Certificate of Substantial Completion and Certification of Final Completion to the contractor.
- In consultation with the design professional, provide written recommendation(s) regarding final payment to the contractor(s).



- Establish and implement a change order control system.
- In consultation with the design professional, review payment applications submitted by the contractor and determine whether the amount requested reflects the progress of the contractor's work. Make appropriate adjustments to each payment application and prepare and forward to the LPSO a written recommendation.
- Confirm that all permits and licenses that are required by contract or law are obtained.
- Assist the LPSO in the review of all insurance certificates and policies, payment bonds and performance bonds submitted by the contractor for compliance with requirements of the construction contract and maintain on file copies of same. Advise the LPSO in writing the contractor's compliance with such requirements and ensure the contractor does not commence or continue with performance of the work or construction contract if the contractor is in noncompliance.
- Report to the LPSO's Representative in writing of any known, observed or suspected safety violations and hazardous conditions occurring or existing anywhere in the Project.
- Maintain a log of site visits and events and job site conditions, including, without limitation, adverse weather, specific work accomplished, equipment breakdowns and failures, procurement and delivery problems, accidents and injuries, safety violations and citations, and any other events or circumstances impacting the progress, cost, or quality of the Project. NOTE: the selected firm will not be required to maintain a full-time presence on the site of the Project.

Post-Construction Phase.

- Coordinate the submittals of information from the contractor for as-built record drawings and specifications. Ensure the delivery of all documents to the LPSO as required under the construction contract.
- Assist the LPSO and the design professional in obtaining an Occupancy Permit by authorities having jurisdiction during inspections, preparing, and submitting documentation to governmental agencies and coordinating final testing and other activities.
- Prepare final close-out reports.
- Assist the LPSO in the preparation and enforcement of all punch lists and other itemizations of defective or incomplete Work.

Disputes.

- Assist the LPSO or his designee and/or the design professional in resolving any and all disagreements between the LPSO and the contractor on all phases of the construction work.

**Warranty.**

- Assist the LPSO's Transition Team in performing warranty inspections during the warranty period as requested by the LPSO as an additional service and to prepare a list of deficiencies to the contractor.

Selection Process

Responses will be evaluated and scored in accordance with the Evaluation Criteria. After evaluation of the Statement of Qualifications, Cost Proposals will be scored for cost.

During or after the review of responses, the LPSO may submit written questions and requests for clarification and may conduct interviews. The LPSO will evaluate each response on the following factors:

Technical Factors	<u>Maximum Points</u>
1. Relevant Experience	20
2. Approach and Methodology	20
3. Staffing Plan	20
4. Ability to Conform to the LPSO's Timeline	10
5. Commitment to Comply with all Applicable Federal, State and Local Regulations including M/WBE	10
6. Total Technical Factors	80
7. Total Cost Factors	20
$\frac{\text{Lowest Proposal}}{\text{More Expensive Proposal}} \times \text{Total Possible Price Points} = \text{Points allocated to a more expensive proposal}$	
8. Maximum Points	100

The LPSO Evaluation Team will conduct a technical evaluation of the non-cost elements as described herein. No more than 80 technical total points will be awarded to any proposal. The LPSO will weigh the technical and cost evaluation results of each submittal as two (2) components, which together will have a maximum total score of 100 points.

After evaluation of selected Technical Proposals and Cost Proposals, the LPSO reserves the right to award without delay.

Attachments. Resumes and material helpful to the technical evaluation may also be attached (short project descriptions, brochures, etc.).

Specific Legal Obligations

All respondents are asked to review Attachment G, FEMA-Required Contract Compliance Provisions. Attachment G will be made a part of the contract for services between the LPSO and selected firm.



Attachment A
Insurance Requirements

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

Umbrella or Excess Coverage

Umbrella or Excess Coverage may be purchased to reach the required limits.

Deductibles

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the contractor.

B. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage



To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

C. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

D. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder Shall be listed as follows:

Lafourche Parish Sheriff's Office
200 Canal Blvd.
P. O. Box 5608
Thibodaux, LA 70302

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.



Attachment B

Qualifications Response Form

Name of Responding Firm:_____

Mailing Address:_____

DUNS Number:_____

Federal ID Number:_____

SAM's CAGE Code:_____

(If registration in the System for Award Management (SAM) has not been completed, please provide documentation the registration is underway.)

Legal Structure of Responding Firm (i.e., corporation, LLC, etc.)_____

Length of Time in Business:_____

Number of Employees:_____

Contact Information for the Person Authorized to Contractually Obligate the Firm:

Name:_____

Title:_____

Mailing Address:_____

Telephone Number:_____

Email Address:_____

Contact Information for the Person Administratively Responsible for the Proposal:

Name:_____

Title:_____

Mailing Address:_____

Telephone Number:_____

Email Address:_____



Lafourche Parish Sheriff's Office

Bid LPSO123-2021

Identify Subconsultants that will work for the Respondent:

Name of Firm: _____

Contact Person: _____

Mailing Address: _____

Telephone Number: _____

Email Address: _____

Description of Services to be Provided:

Disclosure.

Please disclose all allegations or claims of substandard work, unethical or illegal practices or debarment or suspension from State- or Federally-funded projects and provide documentation as to the resolution of these matters. Respondent must not be suspended or debarred from participation in State- or Federally-funded projects.

Relevant Experience. Please provide a list of previous projects that demonstrate relevant experience and identify clients for whom respondent has provided similar work in the past five (5) years. For each project described, provide current contact information for the individual with whom respondent worked. (Please add additional sheets, if needed)

Approach and Methodology. Please provide a brief description of the plan to implement the work activities described. (i.e., number of staff, use of subconsultants, etc.)



Ability and capacity to conform to the LPSO Timeline. Please provide a brief description of the firm's workload and the impact on its current capacity to perform services detailed in this solicitation.

Commitment to Comply with All Applicable Federal, State, and Local Regulations, including Minority and Women-Owned Business Enterprise (M/WBE). Please provide a statement of assurance and commitment to comply with all applicable Federal, State, and local regulations. This is a factor for firm selection, and respondents who demonstrate a commitment to comply will receive the most points (as described herein under "Selection Process").



Lafourche Parish Sheriff's Office

Bid LPSO123-2021

Attachment C Cost Proposal

DIRECT LABOR	
Position	Hourly Rate
1.	
2.	
3.	
Subcontractor	Hourly Rate
1.	
2.	
3.	
OTHER DIRECT EXPENSE(S)	
Type of Expense	Cost Rate
1.	
2.	
3.	



Attachment D

PAST CRIMINAL CONVICTIONS OF BIDDERS ATTESTATION (LA. R.S. 38:2227)

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, (Appearer) the owner/authorized representative of

Company / Individual / Legal Entity Name

Appearer, as a Bidder on the herein named Project, does hereby attest that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to, any of the following state crimes or equivalent federal crimes:

- | | |
|---------------------------------------|------------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:230) |

B. For five (5) years prior to the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- | | |
|------------------------------------|-------------------------------|
| (a) Theft (R.S. 14:67) | (f) Bank fraud (R.S. 14:71.1) |
| (b) Identity Theft (R.S. 14:67.16) | (g) Forgery (R.S. 14:72) |



Lafourche Parish Sheriff's Office

Bid LPSO123-2021

- (c) Theft of a business record (R.S. 14:67.20) (h) Issuing worthless checks (R.S.14:71)
(d) False accounting (R.S. 14:70) (i) Malfeasance in office (R.S. 14:134)
(e) Contractor's misapplication
 payments (R.S. 14:202)

Name of Bidder

Signature of Authorized Signatory of Bidder

Project Name

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 2021

Notary Signature

Printed Notary Name: _____ Notary/Bar Roll Number: _____

My Commission is for/Expires: _____



Attachment E

NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

(Pursuant to La. R.S. 38:2224 and La. R.S. 23:1726(B))

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity Name

who, being first duly sworn, deposed and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Contractor nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above-named Contractor, if awarded, continually affirms that no part of the contract price received by Contractor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services were in the regular course of their duties for Contractor.

**Lafourche Parish Sheriff's Office****Bid LPSO123-2021**

The above-named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Lafourche Parish Sheriff's Office, Post Office Box 5608, Thibodaux, Louisiana 70302, no later than five business days after contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

	SUBSCRIBED AND SWORN BEFORE ME ON THIS
	_____ DAY _____ OF
Signature of Authorized Signatory	_____ 2021.
Printed Name of Signatory	_____
Title of Authorized Signatory	Notary Signature
Project Name/Number	Printed Notary Name: _____

	Notary/Bar Roll Number: _____

	My Commission is for/expires on: _____



**Attachment F
E-VERIFY AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Contractor verification of its current and future compliance with L.S.A. R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with the Lafourche Parish Sheriff's Office has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. The Contractor hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

Contractor shall not assign this Contract or any monies due or to become due hereunder or subcontract any part of the Work without the prior written consent of the Lafourche Parish Sheriff's Office.



Lafourche Parish Sheriff's Office

Bid LPSO123-2021

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Lafourche Parish Sheriff's Office, Post Office Box 5608, Thibodaux, Louisiana 70302, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

Signature of Authorized Signatory

Date E-Verify ID Assigned

Printed Name of Signatory

E-Verify ID

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2021

Notary Signature

Printed Notary Name: _____ Notary/Bar Roll Number: _____

My Commission is For/Expires: _____



Attachment G



**Certification Regarding Debarment, Suspension, and Other Responsibility
Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988, *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or Voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) Terminated for cause of default.
- (2) Where the Prospective primary participant is unable to certify to any of the statements in this Certification, such prospective primary participant shall attach an explanation to this proposal

Business Name: _____

Date _____ By _____

Name and Title of Authorized Representative

Signature of Authorized Representative



Attachment H

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to check the Non-Procurement List
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



ATTACHMENT I

FEMA REQUIRED CONTRACT COMPLIANCE PROVISIONS

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Attachment J

FEMA REQUIRED CONTRACT COMPLIANCE PROVISIONS

1. Equal Employment Opportunity.

The regulation at 41 C.F.R. §60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, requires during the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant



thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted



construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

2. Davis Bacon/Copeland “Anti-Kickback” Act.

Where applicable, the contractor will comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). As required, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to FEMA. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the FEMA.

3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4.



5. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act and Federal Water Pollution Control Act.

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the Lafourche Parish Sheriff's Office and understands and agrees that the Lafourche Parish Sheriff's Office will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The contractor agrees to report each violation to the Lafourche Parish Sheriff's Office and understands and agrees that the Lafourche Parish Sheriff's Office will, in turn, report each violation as required to assure notification to the Governor's Office of Homeland Security and Emergency Preparedness, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

7. Debarment and Suspension

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. §



180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Lafourche Parish Sheriff's Office. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Lafourche Parish Sheriff's Office, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

8. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

9. Procurement of Recovered Materials.

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.



The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

10. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

b. *Prohibitions.*

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

1. This clause does not prohibit contractors from providing:
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.



2. By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
- iii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

11. Domestic Preferences for Procurements.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.



For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

12. Access to Records.

“The Contractor agrees to provide to the Lafourche Parish Sheriff's Office, the Governor's Office of Homeland Security (GOHSEP), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Lafourche Parish Sheriff's Office and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

13. Changes to Contract. The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

14. Department of Homeland Security (DHS) Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.”

15. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgment of Federal Funding. The contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

16. No Obligation by Federal Government. The contractor acknowledges the federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.



17. Program Fraud and False or Fraudulent Statements or Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

18. Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible."

19. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the Lafourche Parish Sheriff's Office, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Lafourche Parish Sheriff's Office or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Lafourche Parish Sheriff's Office data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Lafourche Parish Sheriff's Office.

20. Breach of Contract Terms

Any violation or breach of terms of any contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of the contract or such other action that may be necessary to enforce the rights of the parties of the contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

21. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in any contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

22. Personnel.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.



No person who is serving sentence in a penal or correctional institution shall be employed on work under any Contract.

23. Assignability.

The Contractor shall not assign any interest in any Contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under the Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

24. Interest of Contractor

The Contractor covenants that he/she presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of any Contract no person having any such interest shall be employed.

25. Political Activity.

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.